

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

VALERIE C. SCHMITZ, individually and as
Personal Representative of the ESTATE OF DAVID
J. SCHMITZ, deceased,

Plaintiffs,

v.

LOCKHEED MARTIN CORPORATION,
ROCKWELL COLLINS, INC.,
TELEDYNE RISI, INC., d/b/a TELEDYNE
ELECTRONIC SAFETY PRODUCTS and
TELEDYNE RISI, INC. d/b/a TELEDYNE
ENERGETICS,

Defendants.

Case No. 3:22-cv-02419-MGL

**LOCKHEED MARTIN
CORPORATION'S ANSWER TO
SECOND AMENDED
COMPLAINT**

JURY TRIAL DEMANDED

NOW COMES Defendant, Lockheed Martin Corporation ("Lockheed Martin"), by and through its attorneys, Wilson Elser Moskowitz Edelman and Dicker, LLP, and hereby answers Plaintiffs' Second Amended Complaint as follows:

1. Answering Paragraph 1, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 1 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

2. Answering Paragraph 2, Lockheed Martin admits that it is incorporated under the laws of the state of Maryland, and its principal office is located in Bethesda, Maryland. Lockheed Martin further admits that it owns property and operates in South Carolina, including an aircraft manufacturing plant in Greenville, South Carolina. Lockheed Martin admits that the type of aircraft involved in this crash is an F-16. Lockheed Martin admits that it is currently manufacturing F-16 aircraft in South Carolina, but Lockheed Martin denies that F-16 aircraft have been produced in South Carolina at this time. Lockheed Martin denies the remaining allegations contained therein.

3. Answering Paragraph 3, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 3 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

4. Answering Paragraph 4, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 4 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

5. Answering Paragraph 5, Lockheed Martin admits.

6. Answering Paragraph 6, Lockheed Martin admits.

7. Answering Paragraph 7, Lockheed Martin admits this action is brought by Plaintiff for the death of her husband, First Lieutenant David J. Schmitz. Lockheed Martin further admits that on June 30, 2020, First Lieutenant David J. Schmitz was killed when he ejected from his F-16 fighter jet. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 7 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

8. Answering Paragraph 8, Lockheed Martin admits that First Lieutenant David J. Schmitz was killed when he ejected from his F-16 fighter jet. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 8 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

9. Answering Paragraph 9, Lockheed Martin admits that First Lieutenant David J. Schmitz was killed when he ejected from his F-16 fighter jet at Shaw Air Force Base. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 9 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

10. Answering Paragraph 10, Lockheed Martin is without sufficient knowledge or

information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 10 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

11. Answering Paragraph 11, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 11 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

12. Answering Paragraph 12, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 12 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

13. Answering Paragraph 13, Lockheed Martin admits.

14. Answering Paragraph 14, Lockheed Martin admits.

15. Answering Paragraph 15, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 15 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

16. Answering Paragraph 16, Lockheed Martin affirmatively alleges that the F-16 aircraft is: (1) designed in Fort Worth, Texas; (2) currently manufactured in South Carolina (albeit no F-16 manufactured in South Carolina has been produced yet); (3) tested in Fort Worth, Texas (there has been no testing on F-16 aircraft manufactured in South Carolina); (4) marketed in Fort Worth, Texas; and (5) sold from Fort Worth, Texas. Lockheed Martin denies any allegation contained in Paragraph 16 of Plaintiffs' Second Amended Complaint inconsistent with this responsive pleading.

17. Paragraph 17 contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin denies.

18. Answering Paragraph 18, Lockheed Martin admits.

19. Answering Paragraph 19, Lockheed Martin denies that it directly provides F-16 aircraft parts to United States Air Force units at Shaw Air Force Base. Lockheed Martin

affirmatively alleges that in certain circumstances, it provides F-16 spare parts to Defense Logistics Agency (“DLA”), and upon information and belief, DLA may provide F-16 spare parts to units at Shaw Air Force Base. Lockheed Martin denies any allegation contained in Paragraph 19 of Plaintiffs’ Second Amended Complaint inconsistent with this responsive pleading.

20. Answering Paragraph 20, Lockheed Martin admits that it provides contract maintenance personnel for the maintenance and servicing of military aircraft located in the state of South Carolina. Lockheed Martin denies that it provides Contract Instructor Pilots for military pilot training in the state of South Carolina; denies that it provides simulators and simulator support for military pilot training in the state of South Carolina; and denies that it owns property in South Carolina. Lockheed Martin denies any allegation contained in Paragraph 20 of Plaintiffs’ Second Amended Complaint inconsistent with this responsive pleading.

21. Answering Paragraph 21, Lockheed Martin admits.

22. Answering Paragraph 22, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 22 of Plaintiffs’ Second Amended Complaint; therefore, they are denied as pleaded.

23. Answering Paragraph 23, Paragraph 23 contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 23 of Plaintiffs’ Second Amended Complaint as such allegations are not directed at Lockheed Martin; therefore, they are denied as pleaded.

24. Answering Paragraph 24, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 24 of Plaintiffs’ Second Amended Complaint; therefore, they are denied as pleaded.

25. Answering Paragraph 25, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph

No. 25 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

26. Paragraph 26 contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 26 of Plaintiffs' Second Amended Complaint as such allegations are not directed at Lockheed Martin; therefore, they are denied as pleaded.

27. Answering Paragraph 27, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 27 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

28. Answering Paragraph 28, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 28 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

29. Answering Paragraph 29, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 29 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

30. Answering Paragraph 30, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 30 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

31. Answering Paragraph 31, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 31 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

32. Answering Paragraph 32, Lockheed Martin admits.

33. Answering Paragraph 33, Lockheed Martin admits.

34. Answering Paragraph 34, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and

therefore denies the same.

35. Answering Paragraph 35, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

36. Answering Paragraph 36, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 36 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

37. Answering Paragraph 37, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

38. Answering Paragraph 38, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 38 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

39. Answering Paragraph 39, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 39 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

40. Answering Paragraph 40, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 37 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

41. Answering Paragraph 41, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 37 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

42. Answering Paragraph 42, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 42 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

43. Answering Paragraph 43, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

44. Answering Paragraph 44, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 44 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

45. Answering Paragraph 45, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 45 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

46. Answering Paragraph 46, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 46 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

47. Answering Paragraph 47, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 47 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

48. Answering Paragraph 48, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

49. Answering Paragraph 49, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 49 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

50. Answering Paragraph 50, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 50 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

51. Answering Paragraph 51, Lockheed Martin is without sufficient knowledge or

information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 51 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

52. Answering Paragraph 52, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 52 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

53. Answering Paragraph 53, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 53 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

54. Answering Paragraph 54, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 54 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

55. Answering Paragraph 55, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 55 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

56. Answering Paragraph 56, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 56 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

57. Answering Paragraph 57, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 57 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

58. Answering Paragraph 58, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 58 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

59. Answering Paragraph 59, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph

No. 59 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

60. Answering Paragraph 60, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 60 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

61. Answering Paragraph 61, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 61 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

62. Answering Paragraph 62, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 62 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

63. Answering Paragraph 63, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 63 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

64. Answering Paragraph 64, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 64 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

65. Answering Paragraph 65, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 65 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

66. Answering Paragraph 66, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 66 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

67. Answering Paragraph 67, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 67 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

68. Answering Paragraph 68, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 68 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

69. Answering Paragraph 69, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 69 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

70. Answering Paragraph 70, Lockheed Martin denies the allegations contained in Paragraph No. 70 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 70 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

71. Answering Paragraph 71, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 71 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

72. Answering Paragraph 72, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 72 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

73. Answering Paragraph 73, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the allegations contained in Paragraph No. 73 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

74. Answering Paragraph 74, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

75. Answering Paragraph 75, Lockheed Martin denies the allegations contained in Paragraph No. 75 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed

Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 75 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

76. Paragraph 76 contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 76 of Plaintiffs' Second Amended Complaint as such allegations are not directed at Lockheed Martin; therefore, they are denied as pleaded.

COUNT I
STRICT LIABILITY
(LOCKHEED)

77. Lockheed Martin incorporates its preceding responses by reference herein.

78. Answering Paragraph 78, Lockheed Martin admits that it designed, manufactured, sold, and marketed the subject F-16 aircraft pursuant to its contract with the United States government. Lockheed Martin denies the remainder of the allegations contained in Paragraph No. 78 of Plaintiffs' Second Amended Complaint.

79. Answering Paragraph 79, Lockheed Martin denies that at the time of the crash, the F-16 aircraft was in substantially the same condition as when it left Lockheed Martin's possession. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 79 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

80. Answering Paragraph 80, Lockheed Martin denies the allegations contained in Paragraph No. 80 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 80 of Plaintiffs'

Second Amended Complaint; therefore, they are denied as pleaded.

81. Answering Paragraph 81, Lockheed Martin denies the allegations contained in Paragraph No. 81 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 81 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

82. Answering Paragraph 82, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

83. Answering Paragraph 83, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

84. Answering Paragraph 84, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

85. Answering Paragraph 85, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

86. Answering Paragraph 86, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

87. Answering Paragraph 87, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

88. Answering Paragraph 88, Lockheed Martin denies the allegations as they relate to

Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

89. Answering Paragraph 89, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

90. Answering Paragraph 90, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

91. Answering Paragraph 91, Lockheed Martin denies.

92. Answering Paragraph 92, Lockheed Martin denies.

93. Answering Paragraph 93, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

COUNT II
STRICT LIABILITY
(COLLINS)

94. Lockheed Martin incorporates its preceding responses by reference herein.

95. The allegations in Paragraph 95 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 95 and therefore deny the same.

96. The allegations in Paragraph 96 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 96 and therefore deny the same.

97. Answering Paragraph 97, Lockheed Martin denies the allegations as they relate to

Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

98. The allegations in Paragraph 98 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 98 and therefore deny the same.

99. Answering Paragraph 99, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

100. Answering Paragraph 100, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

101. Answering Paragraph 101, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

102. Answering Paragraph 102, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

103. Answering Paragraph 103, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

104. Answering Paragraph 104, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

105. The allegations in Paragraph 105 are not directed at Lockheed Martin, and

therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 105 and therefore deny the same.

106. Answering Paragraph 106, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

107. Answering Paragraph 107, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

108. The allegations in Paragraph 108 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 108 and therefore deny the same.

109. The allegations in Paragraph 109 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 109 and therefore deny the same.

110. The allegations in Paragraph 110 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 110 and therefore deny the same.

COUNT III
STRICT LIABILITY
(RISI)

111. Lockheed Martin incorporates its preceding responses by reference herein.

112. The allegations in Paragraph 112 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 112 and therefore deny the same.

113. Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin denies that the DRS was ever in its possession. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

114. The allegations in Paragraph 114 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 114 and therefore deny the same.

115. The allegations in Paragraph 115 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 115 and therefore deny the same.

116. The allegations in Paragraph 116 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 116 and therefore deny the same.

117. The allegations in Paragraph 117 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 117 and therefore deny the same.

118. The allegations in Paragraph 118 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed

Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 118 and therefore deny the same.

119. The allegations in Paragraph 119 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 119 and therefore deny the same.

120. Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

121. The allegations in Paragraph 121 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 121 and therefore deny the same.

122. The allegations in Paragraph 122 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 122 and therefore deny the same.

123. The allegations in Paragraph 123 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 123 and therefore deny the same.

124. The allegations in Paragraph 124 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 124 and therefore deny the same.

125. The allegations in Paragraph 125 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 125 and therefore deny the same.,

126. The allegations in Paragraph 126 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 126 and therefore deny the same.

127. The allegations in Paragraph 127 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 127 and therefore deny the same.

COUNT IV
MISREPRESENTATION/BREACH OF WARRANTIES

128. Lockheed Martin incorporates its preceding responses by reference herein.

129. Answering Paragraph 129, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 129.

130. The allegations in Paragraph 130 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 130 and therefore deny the same.

131. The allegations in Paragraph 131 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 131 and therefore deny the same.

132. Answering Paragraph 132, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 132 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

133. Answering Paragraph 133, Lockheed Martin denies the allegations contained in Paragraph No. 133 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

134. Answering Paragraph 134, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 134 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

135. Answering Paragraph 135, Lockheed Martin denies the allegations contained in Paragraph No. 135 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

136. Answering Paragraph 136, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 136 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

137. Answering Paragraph 137, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

138. Answering Paragraph 138, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

139. Answering Paragraph 139, Lockheed Martin admits only those warranties, if any,

imposed by law and denies the remaining allegations and legal conclusions in Paragraph 139 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

140. Answering Paragraph 140, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 140 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

141. Answering Paragraph 141, Lockheed Martin admits only those warranties, if any, imposed by law and denies the remaining allegations and legal conclusions in Paragraph 141 as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

142. Answering Paragraph 142, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

143. Answering Paragraph 143, Lockheed Martin denies the allegations as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of the remaining defendants and therefore denies the same.

COUNT V
FAILURE TO WARN

144. Lockheed Martin incorporates its preceding responses by reference herein.

145. Answering Paragraph 145, Lockheed Martin denies the allegations contained in Paragraph No. 145 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

146. Answering Paragraph 146, Lockheed Martin denies the allegations contained in Paragraph No. 146 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin.

Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

147. Answering Paragraph 147, Lockheed Martin denies the allegations contained in Paragraph No. 147 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

148. Answering Paragraph 148, Lockheed Martin denies the allegations contained in Paragraph No. 148 of Plaintiffs' Second Amended Complaint as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

149. Answering Paragraph 149, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 149 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

COUNT VI

Death by Wrongful Act, S.C. Code §15-15-10 by LOCKHEED

150. Lockheed Martin incorporates its preceding responses by reference herein.

151. Answering Paragraph 151, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 151 of Plaintiffs' Second Amended Complaint.

152. Answering Paragraph 152, Lockheed Martin denies.

153. Answering Paragraph 153, Lockheed Martin denies.

154. Answering Paragraph 154, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by law and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 154 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient

knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 154 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

155. Answering Paragraph 155, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by law and the referenced contract and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 155 to the extent such allegations conflict with the applicable law or the any contract. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 155 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

156. Answering Paragraph 156, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by federal law and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 156 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 156 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

157. Answering Paragraph 157, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the referenced contract and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 157 to the extent such allegations conflict with the referenced contract. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as

to the truth of the remaining allegations contained in Paragraph No. 157 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

158. Answering Paragraph 158, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the federal and/or state law and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 158 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 158 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

159. Answering Paragraph 159, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the federal and/or state law and that it complied with such duties. Lockheed Martin denies every allegation in Paragraph 159 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 159 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

160. Answering Paragraph 160, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the federal and/or state law and that they complied with such duties. Lockheed Martin denies every allegation in Paragraph 160 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 160 of Plaintiffs' Second

Amended Complaint; therefore, they are denied as pleaded.

161. Answering Paragraph 161, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the federal and/or state law and that they complied with such duties. Lockheed Martin denies every allegation in Paragraph 161 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 161 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

162. Answering Paragraph 162, Plaintiffs' Second Amended Complaint contains legal conclusions which do not require a responsive pleading. To the extent a responsive pleading is required, Lockheed Martin admits only that it has certain duties which are defined by the federal and/or state law and that they complied with such duties. Lockheed Martin denies every allegation in Paragraph 162 to the extent such allegations conflict with the applicable law. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 162 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

163. Answering Paragraph 163, Lockheed Martin denies each and every allegation contained in Paragraph No. 163, subparagraphs (a) through (l) inclusive, of Plaintiffs' Second Amended Complaint.

164. Answering Paragraph 164, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 164 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

COUNT VII
Death by Wrongful Act, S.C. Code §15-15-10 by COLLINS

165. Lockheed Martin incorporates its preceding responses by reference herein.

166. The allegations in Paragraph 166 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 166 and therefore deny the same.

167. Answering Paragraph 167, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

168. The allegations in Paragraph 168 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 168 and therefore deny the same.

169. The allegations in Paragraph 169 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 169 and therefore deny the same.

170. The allegations in Paragraph 170 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 170 and therefore deny the same.

171. The allegations in Paragraph 171 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of

the allegations contained in Paragraph 171 and therefore deny the same.

172. The allegations in Paragraph 172 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 172 and therefore deny the same.

173. The allegations in Paragraph 173 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 173 and therefore deny the same.

174. The allegations in Paragraph 174 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 174 and therefore deny the same.

175. The allegations in Paragraph 175 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 175 and therefore deny the same.

176. The allegations in Paragraph 176 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 176 and therefore deny the same.

177. The allegations in Paragraph 177 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 177 and therefore deny the same.

178. The allegations in Paragraph 178 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 178 and therefore deny the same.

179. Answering Paragraph 179, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

COUNT VIII

Death by Wrongful Act, S.C. Code §15-15-10 by RISI

180. Lockheed Martin incorporates its preceding responses by reference herein.

181. The allegations in Paragraph 181 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 181 and therefore deny the same.

182. Answering Paragraph 182, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

183. The allegations in Paragraph 183 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 183 and therefore deny the same.

184. The allegations in Paragraph 184 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 184 and therefore deny the same.

185. The allegations in Paragraph 185 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 185 and therefore deny the same.

186. The allegations in Paragraph 186 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 186 and therefore deny the same.

187. The allegations in Paragraph 187 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 187 and therefore deny the same.

188. The allegations in Paragraph 188 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 188 and therefore deny the same.

189. The allegations in Paragraph 189 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 189 and therefore deny the same.

190. The allegations in Paragraph 190 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 190 and therefore deny the same.

191. The allegations in Paragraph 191 are not directed at Lockheed Martin, and

therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 191 and therefore deny the same.

192. The allegations in Paragraph 192 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 192 and therefore deny the same.

193. The allegations in Paragraph 193 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 193 and therefore deny the same.

194. The allegations in Paragraph 194 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 194 and therefore deny the same.

195. The allegations in Paragraph 195 are not directed at Lockheed Martin, and therefore, no response is provided. To the extent a responsive pleading is required, Lockheed Martin denies sufficient information and/or knowledge to form a belief as to the truthfulness of the allegations contained in Paragraph 195 and therefore deny the same.

196. Answering Paragraph 196, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

197. Answering Paragraph 197, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

198. Answering Paragraph 198, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

COUNT IX

Spousal Damages Pursuant to S.C. Code Annotated §15-75-20

199. Lockheed Martin incorporates its preceding responses by reference herein.

200. Answering Paragraph 200, Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 170 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

201. Answering Paragraph 201, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 201 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 201 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

202. Answering Paragraph 202, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

COUNT X

Punitive Damages Under the Noneconomic Damages Award Act of 2005

203. Lockheed Martin incorporates its preceding responses by reference herein.

204. Answering Paragraph 204, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 204.

205. Answering Paragraph 205, Lockheed Martin denies the allegations contained therein as they relate to Lockheed Martin. Lockheed Martin cannot respond on behalf of remaining defendants and therefore deny the same.

206. Answering Paragraph 206, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 206 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 206 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

207. Answering Paragraph 207, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 207 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 207 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

208. Answering Paragraph 208, Plaintiffs' Second Amended Complaint states a legal conclusion to which no response is required; to the extent a response is required, Lockheed Martin denies the allegations contained in Paragraph No. 208 of Plaintiffs' Second Amended Complaint as pleaded as they relate to Lockheed Martin. Lockheed Martin is without sufficient knowledge or information upon which to form a belief as to the truth of the remaining allegations contained in Paragraph No. 208 of Plaintiffs' Second Amended Complaint; therefore, they are denied as pleaded.

AFFIRMATIVE DEFENSES

NOW COMES Defendant, Lockheed Martin Corporation (“Lockheed Martin”), by and through their attorneys, Wilson Elser Moskowitz Edelman & Dicker LLP, and hereby allege and show to the Court, upon information and belief, the following affirmative defenses:

1. Plaintiffs’ Second Amended Complaint contains claims that fail to state a claim upon which relief may be granted from Lockheed Martin under Fed. R. Civ. P. 12.

2. Plaintiffs’ damages and injuries were, wholly or in part, due to First Lieutenant David Schmitz’s negligence, act, or omissions.

3. Plaintiffs’ damages and injuries were, wholly or in part, due to the United States Air Force’s negligence, acts, or omissions.

4. Plaintiffs’ damages and injuries were, wholly or in part, due Rockwell Collins, Inc.’s negligence, act, or omissions.

5. Plaintiffs’ damages and injuries were, wholly or in part, due to Teledyne Risi, Inc. d/b/a Teledyne Electronic Safety Products and/or Teledyne Risi, Inc., d/b/a Teledyne Energetics negligence, act, or omissions.

6. Plaintiffs’ purported damages were proximately caused or contributed to, in whole or in part, by the negligence, inaction, wrongdoing, or fault of persons or entities other than Lockheed Martin, whether individual, corporate, associate, or otherwise.

7. Plaintiffs’ claims are barred because the methods, standards, warnings, and instructions used in manufacturing and/or marketing the product at issue conformed with the generally recognized, reasonably available, and reliable state of knowledge when the product was manufactured and marketed.

8. Plaintiffs’ alleged injuries and damages were the result of intervening or

superseding events, factors, occurrences, modifications, or conditions, which were in no way caused by Lockheed Martin and for which Lockheed Martin is not responsible or liable, thereby barring Plaintiffs from recovery from Lockheed Martin.

9. Plaintiffs' claims are barred because no privity of contract existed between Plaintiffs and Lockheed Martin.

10. The aircraft and equipment in question had been substantially changed and altered since the original design and manufacture of the product by Lockheed Martin and, therefore, Lockheed Martin is not liable.

11. The product that is alleged to have caused the damage complained of was manufactured and handled in accordance with the then existing state of the art in the industry to which Lockheed Martin belonged and in which the product at issue belonged; therefore, Plaintiffs' claims are barred, in whole or in part, because the product has been consistent with the available technological, scientific, and industrial state-of-the-art, and conformed with legislative, administrative, and/or regulatory standards.

12. All equipment in question provided by Lockheed Martin and work done by Lockheed Martin was pursuant to, and in accordance with, the contract with the United States Government, and conformed to specifications provided in the contract. Therefore, Lockheed Martin is immune to liability based on the military contractor defense as set forth in *Boyle v. United Techs. Corp.*, 487 U.S. 500 (1988) and its progeny, and other applicable law.

13. Lockheed Martin may not be a "seller" or "manufacturer" of components that proximately caused Plaintiffs' damages, if any, under applicable law.

14. The benefits of the design of the aircraft and each component thereof outweigh the risks associated therewith, if any.

15. To the extent discovery reveals the subject aircraft and/or any other aircraft system or sub-systems forming the basis of Plaintiffs' Second Amended Complaint was misused in a manner in which was not reasonably foreseeable, and that if such product was in any way the cause of the alleged injury or damage, then the misuse of said product was a superseding intervening cause, or the sole proximate cause, of the alleged injury or damages, and Plaintiff cannot recover from Lockheed Martin.

16. Lockheed Martin places in issue the negligence, fault, and responsibility of all persons and entities that have contributed in any degree to the injuries and damages alleged to have been sustained by Plaintiff and Plaintiffs' decedent. Judgment against Lockheed Martin, if any, should be diminished to an amount that represents Lockheed Martin's degree of negligence, fault, or responsibility, if any.

17. Plaintiffs' Second Amended Complaint and all claims for relief therein should be dismissed on the grounds that Plaintiff may have failed to join necessary and indispensable parties.

18. An award or judgment rendered in favor of Plaintiffs must be reduced by the amount of benefits Plaintiffs received, or are entitled to receive, from any source.

19. To the extent any party has settled or may in the future settle with Plaintiffs, Lockheed Martin asserts that its entitled to an appropriate set-off, credit, or reduction of any judgment.

20. The subject aircraft and component parts were intended for and sold to a knowledgeable and sophisticated user over whom Lockheed Martin had no control and Plaintiffs' claims are barred by the sophisticated user or sophisticated intermediary doctrines.

21. Plaintiffs may lack the capacity and/or standing to bring this action.

22. Plaintiffs' decedents may have failed to heed any and all warnings.

23. Plaintiff and/or her decedent may have failed to use reasonable efforts to mitigate their damages, if any, and failed to protect themselves from avoidable consequence.

24. The Second Amended Complaint and each purported cause of action therein may be preempted by the combatant activities exception to the Federal Tort Claims Act.

25. Plaintiffs' Second Amended Complaint may be barred by the Defense Production Act, 50 U.S.C. §§ 4501 *et seq.*

26. Plaintiffs' action may be governed, in whole or in part, by the laws of jurisdictions other than South Carolina.

27. Plaintiffs' Second Amended Complaint is barred by res judicata, release, waiver, or estoppel.

28. Lockheed Martin is entitled to immunity because, at all times relevant to the Second Amended Complaint, it acted as an agent of the United States government and within the scope of its agency.

29. Plaintiffs' claims are barred by the doctrine of federal preemption.

30. Plaintiffs' Second Amended Complaint is barred by the political-question doctrine.

31. Plaintiffs' Second Amended Complaint is barred by the state-secrets doctrine.

32. Plaintiffs' Second Amended Complaint may be barred by the statute of limitations.

33. Plaintiffs' Second Amended Complaint may be barred by the statute of repose.

34. Lockheed Martin reserves the right to amend its answer and plead additional affirmative defenses allowed by the law of the jurisdiction found to apply in this case.

DEMAND FOR JURY TRIAL

Defendant, Lockheed Martin Corporation, demands a trial by jury of all issues triable as of right.

WHEREFORE, Lockheed Martin requests that this Court:

1. Dismiss the Second Amended Complaint with prejudice as to Lockheed Martin, and that Plaintiff take nothing by way of the Second Amended Complaint against Lockheed Martin;
2. That Lockheed Martin have a trial by jury on all triable issues;
3. Award Lockheed Martin its costs of suit incurred herein; and
4. Award such other and further relief as may be appropriate.

Dated this 15th day of November, 2022.

s/ Charles A. Kinney

Charles A. Kinney (Fed. ID No. 10580)
Wilson Elser Moskowitz Edelman & Dicker LLP
525 North Tyron Street, Suite 1600
Charlotte, North Carolina 28202
Tel: (704) 302-1353
Fax: (704) 302-1331
charles.kinney@wilsonelser.com

William J. Katt (pro hac vice)
John P. Loring (pro hac vice)
David A. Frank II (pro hac vice)
Wilson Elser Moskowitz Edelman & Dicker LLP
555 East Wells Street, Suite 1730
Milwaukee, Wisconsin 53202
Tel: (414) 276-8816
Fax: (414) 276-8819
william.katt@wilsonelser.com
john.loring@wilsonelser.com
david.frank@wilsonelser.com

Eleanor G. Jolley (pro hac vice)
Wilson Elser Moskowitz Edelman & Dicker LLP
3348 Peachtree Road NE, Suite 1400
Atlanta, Georgia 30342
Tel: (470) 419-6650
Fax: (470) 419-6651
eleanor.jolley@wilsonelser.com

Attorneys for Lockheed Martin Corporation